



## County of San Diego

Department of Purchasing & Contracting  
5560 Overland Ave, Ste 270  
San Diego, CA 92123-1204  
PH: (858) 505-6367 FAX: (858) 715-6452

## PURCHASE ORDER CHANGE

(Do Not Duplicate Order)

P.O.Number-Rev: 547682 - 4  
P.O.Type: STANDARD  
Date: 29-MAR-16

Page : 1 of 1

Authorized By: MARK COOPER  
Phone No: (858) 505-6343

### SUPPLIER:

GEOFEDIA INC  
101 NORTH WACKER ST STE 2008  
SUITE 2008  
CHICAGO, IL 60606

### TERMS:

Payments: NET 30 DAYS  
F.O.B.: DESTINATION  
Freight: PREPAID  
Carrier: BEST METHOD

### SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT  
ATTN: PAYABLES & SUPPLY UNIT  
9621 RIDGEHAVEN CT  
SAN DIEGO, CA 92123

### SHIP TO:

SHERIFF DEPARTMENT  
CONTRACT/PROCUREMENT UNIT  
9621 RIDGEHAVEN CT  
SAN DIEGO, CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-State invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (619) 694-2060 and mail originals to: County of San Diego, 5539 Overland Ave, Ste 410, San Diego, CA 92123

### REQUIRED DELIVERY DATE:

(See Order Items Below)

### NOTE TO THE SUPPLIER:

DEPT CONTACT: KEVINE KY (858) 874-2306

### ORDER ITEMS:

THERE ARE NO CHANGES TO THE ORDER ITEMS AT THIS TIME

**TOTAL P.O. PRICE (Including Tax): \$ 49,000.00**

### ADDITIONAL INFORMATION :

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR PROPOSAL OR VENDOR PURCHASE DOCUMENT, IN THE EVENT THERE IS A CONFLICT BETWEEN THE COUNTY'S AND THE VENDOR'S TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE ORDER SHALL GOVERN THE PARTIES RELATIONSHIP.

ATTACHED EXHIBIT - GRANT CONTRACT PROVISIONS (44 CFR PART 13.36 (i)) APPLIES TO THE AGREEMENT.

**END OF ORDER**

**COUNTY OF SAN DIEGO**  
**STANDARD TERMS AND CONDITIONS OF PURCHASE**

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/ or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. **Changes.** County shall recognize no change to this order by Vendor without written approval.
7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
  - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
  - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
  - 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

## **GEOFEDIA SERVICE AGREEMENT**

This Geofedia Service Agreement (this "Agreement"), dated as of February 27, 2016 (the "Effective Date"), is made and entered into by and between Geofedia, Inc., a Delaware corporation "us," "we" and "our," as the context requires) and the customer identified on the signature line below ("you" and "your," as the context requires). This Agreement consists of the Order Form(s) and the terms and conditions herein. This Agreement is not effective unless and until signed by both parties.

### **1. Definitions.**

**1.1 "Authorized User(s)"** means those users identified by name and type of user access on the Order Form who have received a User ID in order to access the SAAS Service online.

**1.2 "Authorized Purpose(s)"** means use of the SAAS Service to search for, organize, review and use the Social Media Content for your benefit, and for any other purposes expressly identified on the Order Form.

**1.3 "Customer Data"** means all information, records, files, and data entered into, received, processed, or stored by or for you and your Authorized Users using the SAAS Service, including, without limitation, Registration Information (as defined below).

**1.4 "Order Form"** means an order form we issued that is executed by the parties and that sets forth the specific information relating to the products and services you have the right to receive, the fees payable to us and the initial term, and which may include, without limitation, (i) identification of any Services other than the SAAS Service, (ii) any additional Authorized Purposes for which you may access the Services, (iii) any terms on which User IDs may be shared, and (iv) any provisions applicable to renewal terms.

**1.5 "SAAS Service"** means access and use of our Geofedia software platform via the Internet, including but not limited to services capable of searching, retrieving, and storing Social Media Content by Authorized Users.

**1.6 "Services"** means the SAAS Service, Support Services, training and associated services we provide to you under this Agreement. For the avoidance of doubt, the SAAS Service does not include the Social Media Content.

**1.7 "Social Media Content"** means information obtained from the Internet by the SAAS Service based on or related to searches, including but not limited to links, posts and excerpts, and data derived thereof, such as reports, summaries, graphs and charts.

**1.8 "Support Services"** has the meaning set forth in Section 4.

**1.9 "Update"** means any improvement, enhancement, modification and/or changes to the SAAS Service we offer or provide.

**1.10 "User ID"** means a unique user identification assigned to an Authorized User; provided however that if your Order Form provides express conditions upon which User IDs may be shared, User IDs may be shared subject to those conditions.

### **2. SAAS Service**

**2.1 Access.** We grant your Authorized Users a nonexclusive, personal and nontransferable right to access the SAAS Service during the term of this Agreement solely for the Authorized Purposes. Your use of the SAAS Service is limited to the terms of this Agreement and the parameters defined in the Order Form, including its limits regarding the number of Authorized Users. As a condition to access, you and your Authorized Users agree to comply with (i) the terms and conditions set forth in this Agreement; (ii) applicable laws and regulations; and (iii) the terms of service of the platforms from which the Social Media Content originates.

**2.2 Restrictions.** You will not, in whole or in part, (a) copy the SAAS Service or distribute copies of the SAAS Service to any third party; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the SAAS Service except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to the SAAS Service to third parties; or (d) use the SAAS Service to act as an application service provider or reseller of the SAAS Service to third parties, or to permit access to the SAAS Service by any kind to any third party. Use of the SAAS Service is also subject to our privacy policy, available through our website, <https://geofeedia.com/privacy-policy>.

**2.3 Right to Suspend or Terminate the SAAS Services; No Content License.** In general, the Service is designed to store links to locations where Social Media Content is hosted on third-party websites that we do not own or control. We do not guarantee that any specific Social Media Content will remain available or accessible. We reserve the right to immediately suspend or terminate the affected SAAS Service and/or to remove the Social Media Content from the SAAS Service, if required by the third-party platform from which the Social Media Content was received or if we reasonably believe that the SAAS Service or the Social Media Content is or is about to become non-compliant with any applicable law, regulation or policy, or is likely to become the subject of a lawsuit or material dispute. However, our action or inaction shall not be deemed review or approval of such use of such Social Media Content. You acknowledge that, depending upon your intended use, including copying and reproduction, of the Social Media Content, you may be required to obtain licenses or permissions from the author or owner of the Social Media Content, abide by copyright law or other applicable law and abide by terms of service for the sources from which the Social Media Content was obtained. We do not license the Social Media Content and are not responsible for your use of the Social Media Content. Your use of Social Media Content is at your sole risk.

### **3. Authorized Users.**

**3.1 Authorized Users.** The number of Authorized Users granted access hereunder is set forth in the Order Form.

**3.2 Additional Users; Reassignment of Authorized Users.** Unless otherwise specified in the applicable Order Form: (i) SAAS Services may be accessed by no one other than the Authorized Users; (ii) additional subscriptions may be purchased for additional Authorized Users for prorated fees during the term of this Agreement; and (iii) such additional Authorized User accounts shall terminate on the same date as the pre-existing Authorized User accounts terminate. Authorized User account subscriptions are for designated Authorized Users only. Except as expressly provided in an Order Form, User IDs cannot be shared. However, User IDs may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the SAAS Services. You shall designate at least one (1) Authorized User to act as an administrator who will be responsible for requesting set-up and removal of Authorized User accounts and for other administrative tasks related to your use of the Services. If applicable law requires the consent of the Authorized User before a third-party receives particular information about him or her (personal information), you shall obtain the Authorized User's consent before providing such information to us.

### **4. Support Services and Training.**

**4.1 Support Services.** We will provide reasonable support efforts that do not require code changes ("Support Services") at no additional charge. We may provide upgraded support to you at mutually agreed upon rates, if available, through an Order Form referencing this Agreement.

**4.2 Service Limitations; Maintenance.** The Service may be temporarily unavailable, without notice, from time to time, including due to required maintenance, improvements, telecommunications interruptions, or other disruptions affecting the applicable third party provider of Social Media Content and the Internet generally. In addition, we reserve the right to take down applicable servers hosting the SAAS Service upon reasonable notice to conduct routine regularly scheduled maintenance checks ("Scheduled Maintenance"); provided that, the number of Scheduled Maintenance checks each month during the term of this Agreement will not be excessive in relation to our historical Scheduled Maintenance practices and patterns. We will use commercially reasonable efforts to perform Scheduled Maintenance outside of regular business hours. We will not be responsible for any damages or costs you incur in connection with Scheduled Maintenance performed in accordance with this Agreement.

**5. Additional Services.** The parties may add additional training services and/or consulting, interface development or other services by mutual agreement by adding an additional Order Form referencing this Agreement.

**6. Fees and Payment.**

**6.1 Fees.** Fees for the initial term of this Agreement are set forth in the Order Form. We reserve the right to modify our Fees for any renewal term upon forty-five (45) days' notice to you.

**6.2 Payment Terms.** You shall pay the Fees as specified in the Order Form. We will invoice you in advance and otherwise in accordance with the relevant Order Form. Invoiced charges are due net 45 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information. If you provide automatic payment information, you authorize us to store the information and use it to charge the associated billing source according to the Order Form without further authorization until termination of the Order Form or this Agreement. If automatic payment is terminated and not replaced within three business days of notice, we have the right to suspend access to the Service by you and your Authorized Users until payment is current.

**6.3 Taxes.** Each party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts. We shall be responsible for any sales, use, excise or similar taxes payable by us on any goods or services used or consumed by Services Provider in providing the Services hereunder. You shall be responsible for any sales, use, excise or similar taxes that are imposed on any charges made by us to you under the terms of this Agreement.

**7. Responsibilities of the Parties.**

**7.1 Registration Information.** You will promptly provide to us the name and contact information of each Authorized User to register each Authorized User (collectively, the "Registration Information") to use the SAAS Service. We acknowledge that such Registration Information (and all Customer Data) is your (and/or your affiliates' or Authorized Users') confidential and proprietary information; we shall maintain and protect such information with the same care and measures to avoid unauthorized disclosure or access as we use with our own confidential information (but in no event less than a reasonable standard of care) and will use such information solely to carry out the purposes for which the information was disclosed.

**7.2 User IDs.** Except as expressly provided in an Order Form; each Authorized User must have a unique User ID for his or her access to the SAAS Service; you must exert commercially reasonable efforts to ensure that your Authorized Users will use only their respective assigned User IDs and not another's User ID. You must adopt and maintain such security precautions for User IDs to prevent their disclosure to and use by unauthorized persons and must promptly notify us if you become aware that the security or integrity of a User ID or password has been compromised

**7.3 Access and Compliance.** You agree that (a) you are responsible for all obligations under this Agreement arising in connection with your use, including all users using User IDs assigned to you, of the Services; (b) you are responsible for any act or omission by any of such users of the Services, which, if performed or omitted by you, would be a breach of this Agreement and any such act or omission will be deemed to be a breach of this Agreement by you; (c) you will use commercially reasonable efforts to prevent unauthorized access to or use of the Services; (d) you and your Authorized Users will only access and use Services in accordance with this Agreement, applicable laws and the terms of service of the platforms from which the Social Media Content originates; and (e) you and your Authorized Users shall not use the Services in a law enforcement capacity to conduct surveillance or obtain information that would require a subpoena, court order, or other valid legal process.

**7.4 Computer System.** You will: (a) cooperate and consult with us in the set-up and activation of the SAAS Service for you, and (b) provide and maintain your own Internet access and all necessary communications equipment, software and other materials necessary for Authorized Users to access and use the SAAS Service. You are responsible for the security of your own computer systems and the security of your access to and connection with the SAAS Service.

**7.5 No Interference with Service Operations.** You will not knowingly take any action that: (a) interferes or attempts to interfere with the proper working of the SAAS Service or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the SAAS Service; (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of the SAAS Service or features that prevent or restrict use, access to, or copying of any data or enforce limitations on use of the SAAS Service; or (c) imposes or may impose, in our reasonable discretion, an unreasonable or disproportionately large load on the SAAS Service infrastructure.

**8. Term and Termination.**

**8.1 Term of Agreement.** This Agreement commences on the Effective Date and continues until terminated in accordance with this Agreement or as provided in the Order Form. Unless otherwise specified in an Order Form, the term of the Order Form shall automatically renew for subsequent one year terms unless either party provides notice to the other party at least forty-five days prior to the beginning of the upcoming renewal term.

**8.2 Termination for Cause.** A party may terminate this Agreement (i) for cause upon 15 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Without limiting any remedies otherwise available to you under law or in equity, if you terminate this Agreement as a result of any event described in this Section 8.2, (a) we shall refund to you a pro-rata amount of any fees pre-paid by you for which you did not receive use of the SAAS Service in accordance with this Agreement and (b) you will have no further payment obligation to us.

**8.3 Effect of Termination.** We will destroy any Customer Data still residing on our systems within thirty days after the termination of this Agreement. The definitions herein and the terms of Sections 8-12 (inclusive) shall survive the expiration or termination of this Agreement.

**9. Proprietary Rights; Publicity.**

**9.1 Proprietary Rights.** We are and will remain the exclusive owner of all right, title and interest in and to the SAAS Service and Updates, including all intellectual property rights therein. As between the parties, you are and will remain the exclusive owner of all right, title and interest in and to Customer Data, including all intellectual property rights therein.

**9.2 Publicity.** Except as expressly provided herein with respect to Customer Data, we shall have no right to use your intellectual property, including, but not limited to, your name, trademarks, logos (or the names, trademarks or logos of your affiliates), in whole or in part, for any purpose. Neither party shall publicize or make any press release or public disclosure relating to this Agreement, the other party or the relationship between the parties, except with the prior written consent of the other party.

**9.3 Feedback.** To the extent that we receive from you or any of your Authorized Users any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the SAAS Service or any other products or services ("Feedback"), we may use, disclose and exploit such Feedback without restriction, including to improve the Services and to develop, market, offer, sell and provide other products and services.

**10. Representations; Limitations of Liability.**

**10.1 Covenants, Representations and Warranties.** Each party agrees to comply with all applicable laws and regulations in connection with performing its obligations under and exercising its rights under this Agreement. We represent and warrant that: (a) the SAAS Service complies with all relevant API terms and conditions and policies of each applicable third party provider of Social Media Content (such as Twitter, YouTube, Flickr, Picasa and Instagram) accessible through the SAAS Service, and the SAAS Service (excluding your use of the Social Media Content) complies with all applicable laws, rules and regulations; (b) we have all rights and licenses necessary in order to make the SAAS Service available to you under this Agreement and for us to grant the rights and licenses we grant to you under this Agreement, and your use of the SAAS Service (excluding your use of the Social Media Content) shall not infringe upon (whether direct or contributory), misappropriate, or otherwise violate the intellectual property or other rights of any third party or otherwise subject you or any of your affiliates to any royalty or other fees, obligations, or attribution

of any type by you to any third party; and (c) there are no actions, suits, proceedings, or other impediments, actual or threatened against us that would undermine, prevent or impair us from fulfilling its obligations or granting the rights to you as provided under this Agreement.

**10.2 Disclaimer.** Except as expressly provided herein, we make no warranties related to the Services provided hereunder, and hereby disclaim all warranties, express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose. You assume complete responsibility for the selection of the Services to achieve your intended results and for your use of the results obtained from the Services. We do not warrant that the Services will meet your requirements or that they will be uninterrupted or error-free. We are not responsible for your inability to access the SAAS Service or for any degradation of the SAAS Service caused by or resulting from any resources or factors outside of our control.

**10.3 Limitations of Liability.** In no event will we (including our affiliates, employees, officers, directors and agents) be liable for any consequential, indirect, special, incidental, exemplary or punitive damages under this Agreement or in connection with any Services provided hereunder, including without limitation, damages for loss of business profits, or other pecuniary loss arising out of the use or inability to use the Services, even if advised of the possibility of such damages and even if available remedies are found to have failed of their essential purpose. Our total liability, if any, (including our affiliates, employees, officers, directors and agents) in the aggregate over the term of this Agreement for all claims, causes of action or liability whether in contract, tort or otherwise arising under or in any way related to this Agreement and/or the Services provided hereunder, shall be limited to the lesser of: (a) your direct damages, actually incurred, or (b) the total fees you paid us under this Agreement in the most recent six (6) month period. Notwithstanding the foregoing, our sole obligation in the event of an error in the performance of any Services under this Agreement shall be limited to re-performing the Services.

## **11. Indemnification.**

**11.1 Indemnification by Us.** We agree to defend, indemnify and hold harmless you, your members, affiliates, partners and successors, and your and their officers, directors, partners, shareholders, representatives, agents, licensees and employees from and against all third party claims, actions, liabilities, losses, expenses, damages and costs, including but not limited to attorney's fees, whether fixed or contingent, actual or threatened, in law or in equity (collectively, the "Claims", or individually, a "Claim"), that may, at any time, arise out of or relate to any breach or alleged breach by us of any of our representations, warranties and/or covenants set forth in Section 10.1 above.

**11.2 Indemnification by You.** You agree to defend, indemnify and hold harmless, us, our members, affiliates, partners and successors, and our and their officers, directors, partners, shareholders, representatives, agents, licensees and employees from and against all Claims that may, at any time, arise out of or relate to any breach or alleged breach by you of applicable law and of your use of the Social Media Content.

**11.3 Indemnification Procedures.** Any party seeking to be indemnified under this Section 11 shall as promptly as reasonably practicable notify the indemnifying party in writing of any Claim subject to the indemnities set forth in this Section 11; provided, however, that failure to so notify the indemnifying party after receiving actual notice of a Claim shall not relieve the indemnifying party from its indemnification obligations under this Agreement unless if, and only to the extent that, such failure to notify the indemnifying party has a material adverse impact on the indemnifying party. After receiving such notice, the indemnifying party shall assume and have exclusive control over the defense of such Claim, including, without limitation, the selection and retention of counsel and the disposition of any such Claim (by compromise, settlement or otherwise); provided, however, that the selection and retention of counsel, and any settlement or compromise of any Claim which may materially impact the indemnified party, shall be subject to the indemnified party's prior written approval, which shall not be unreasonably withheld. It is pre-agreed that any Claim alleging copyright, patent, trademark or other intellectual property infringement or misappropriation of the Services, or any part thereof, shall be considered to materially impact you for purposes of the foregoing. The indemnified party shall cooperate in all reasonable respects with the indemnifying party in the defense and disposition of such Claim, at the indemnifying party's expense.

## **12. General.**

**12.1 Assignment, Successors.** No right or license under this Agreement may be assigned or transferred by either party, nor may any duty be delegated by either party without the other party's prior written consent, except that you may assign, transfer or delegate this Agreement to any affiliate of yours and that either party may transfer or assign this agreement to any successor entity or to an acquirer of all or substantially all of the business, stock or assets of such party relevant to this Agreement. Any assignment, transfer or delegation in contradiction of this provision will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and assigns of the parties.

**12.2 Force Majeure.** Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of, and without fault or negligence by, such party or its officers, directors, employees, agents or contractors.

**12.3 Governing Law.** The validity, construction, and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the laws of the State of California, excluding its principles of conflicts of laws.

**12.4 Notice.** All notices required or permitted under this Agreement will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery. Our notice address is 444 North Wells Street, Suite 502, Chicago, IL 60029, Attention: Michael J. Mulroy. Your notice and billing address is set forth in the Order Form. Any notice sent in the manner sent forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of certified mail, on the second business day after deposited in the U.S. mail and (ii) in the case of overnight courier or hand delivery, upon delivery. Either party may change its notice address by giving written notice to the other party by the means specified in this Section.

**12.5 Independent Contractor.** We are acting as an independent contractor in our capacity under this Agreement. Nothing contained in this Agreement or in the relationship between the parties shall be deemed to constitute a partnership, joint venture, agency, employment or any relationship other than that of our serving as an independent contractor to you.

**12.6 Entire Agreement.** This Agreement, together with the Order Form and all exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict between this Agreement and the Order Form or its exhibits, the Order Form and its exhibits shall apply. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter, including, without limitation, any user agreement or other arrangement for any trial of the SAAS Service prior to the date hereof. This Agreement, together with the Order Form and all exhibits hereto, may be amended only by an instrument executed in writing by the parties or their permitted assigns.

**12.7 Construction of Agreement; Headings.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or arbitrator by reason of such party having or being deemed to have structured or drafted such provision. The headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

**12.8 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the parties agree to replace it with an enforceable provision reflecting the intent of the original provision as nearly as possible in accordance with applicable law, and the remaining provisions of this Agreement will remain in full force and effect.

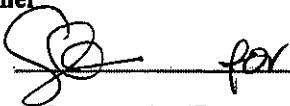
**12.9 Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement.

**12.10 Counterparts; Signatures.** This Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of this

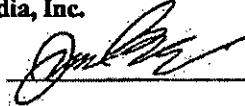
Agreement. For purposes of this Agreement, a facsimile copy of a party's signature shall be sufficient to bind such party.

IN ACKNOWLEDGEMENT, each party causes this Agreement to be signed and delivered by its duly authorized representative.

**Customer**

By:  for  
Name: JOHN M PELLEGRINO  
Title: Director, Dept of Purchasing & Contracting  
Date: 4-5-2016

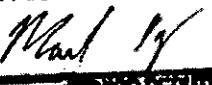
**Geofeedia, Inc.**

By:   
Name: Jim Bambrick  
Title: Corporate Counsel  
Date: 3/28/16

Address:

\_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
COUNTY COUNSEL

BY  3/28/16  
SENIOR DEPUTY

Jurisdiction of Formation; Type of Entity/Organization:

S. Figueiredo  
M. Cooper

## ORDER FORM

### Order Information

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**Account Name:** San Diego Law Enforcement  
Coordination Center

**Contract Start Date:** 4/5/16

**Prepared By:** Will Catton

**Contract End Date:** 2/26/17

**Preparation Date:** 2/4/16 (updated 4/4/16)

**Total Amount:** \$18,000.00

### Subscription Term, Billing & Payment Information

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**Company Name:** San Diego Law Enforcement Coordination  
Center

**Billing Phone:** (858) 495-7201

**Billing Name:** Jerry Young

**Billing Fax:**

**Billing Email:** Jerry.Young@ds-lecc.org

**Billing Address:** Sheriff's Department  
Attn: Payables & Supply Unit  
9621 Ridgehaven CT  
San Diego, CA 92123

**Payment Method:** Invoice

**PO Number:** [IF APPLICABLE]

**Billing Terms:** Invoices sent ***Annually***

**Payment Terms:** Due Upon Receipt. Interest accrues at the rate of 1.5% per month 60 days after the invoice date.  
Invoices 30 days or more past due may result in suspension of Services.

**Order Form (Cont'd) – San Diego Law Enforcement Coordination Center**

This Order Form is subject to and governed by the terms and conditions of the Geofeedia Service Agreement posted online at <http://www.geofeedia.com/legal/service-agreement/> (unless there is already a Geofeedia Service Agreement in force and effect between you and Geofeedia, in which case the terms of such existing Geofeedia Service Agreement shall govern this Order Form). If for any reason you are unable to view the Geofeedia Service Agreement online at <http://www.geofeedia.com/legal/service-agreement>, please contact Geofeedia immediately.

This Order Form is valid for 60 days from the Preparation Date.

COUNTY OF SANDIEGO

Customer: 

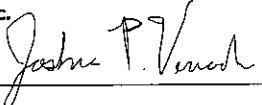
Signature: \_\_\_\_\_

Printed: JOHN M PELLEGRINO

Title: DIRECTOR, PURCHASING &  
CONTRACTING

Date: 4-5-16

Geofeedia, Inc.

Signature: 

Printed: Josh Vervack

Title: Staff Accountant

Date: 04/05/2016

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**Application Services Subscription\***

The Application Services include the following:

**Service Edition**

**Total Price**

**Standard Service Package**

Customer orders the following Standard Package:

\$18,000.00

**Geofeedia Public Safety Edition**

Total Permitted Users: Unlimited

Search

- Real-Time Search Plus
- Keyword Search
- Discovery Search
- Streamer
- Influencer Search

Engage & Share

- Alerts with Boolean Exclusions
- Notification Inbox
- iOS/Android Mobile App

Archive & Analyze

- Unlimited Data
- Unlimited Locations and Recordings
- Analytics
- Translate
- Collections
- CSV Export

Search Radius

- Maximum of 15 kilometers

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**Support & Services**

Unlimited Tutorials & Documentation

Customer Support

Customer Success Manager

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**Order Form (Cont'd) – San Diego Law Enforcement Coordination Center**

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Additional trainings (\$500) → *Waived*

**Total Annual Cost**

**\$18,000.00**

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**Order Comments**

For additional details regarding standard features and functionality of the Application Services, please visit:  
<http://geofeedia.com/how-it-works>